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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/698,502	10/27/2000	Nereida Maria Menendez	285277-00018	6442

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ECKERT SEAMANS CHERIN & MELLOTT, LLC
600 GRANT STREET
44TH FLOOR
PITTSBURGH, PA 15219

EXAMINER

VIG, NARESH

ART UNIT	PAPER NUMBER
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3629

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/698,502	Applicant(s) MENENDEZ ET AL.	
	Examiner NARESH VIG	Art Unit 3629	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 18 April 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-25 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-25 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>20080421</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This is in reference to communication filed 18 April 2008. Addition of new claims 19 – 25 is acknowledged. Claims 1 – 25 are pending for examination. Declra

The declaration under 37 CFR 1.132 filed 18 April 2008 is insufficient to overcome the rejection of claims 1 – 18 based upon Hertz in view of Avis and KioskCom as set forth in the last Office action because:

Applicant's argument that an "agreement" is different than a "rental agreement" which is same as a "rental contract". However, "rental agreement" is an agreement wherein a lessee and lessor agree upon some lease terms, following which a lease (i.e. rental contract) is created.

Response to Arguments

Applicant's arguments and concerns are responded to in response to pending claims 1 - 25.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 22 – 25 are rejected under 35 U.S.C. 112, second paragraph, as being vague and indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicant recites the limitation “completing the electronic rental agreement based upon said accepted rental proposal. As currently claimed, it is not clear who completes the electronic rental agreement based upon said accepted rental proposal because as currently claimed, renter is not provided with any additional forms, action etc. to complete the electronic rental agreement based upon said accepted rental proposal by the renter.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1 – 5, 10 – 12, 14 – 16, 18, 20 and 24 are rejected under 35

U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis.

Regarding claim 1, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses interactive rates and reservation system. Hertz discloses that now you (user) can check the latest Hertz rates and instantly make,

modify (user can retrieve previously stored reservation to make modification), or, cancel (user can retrieve previously stored reservation to cancel) reservation on-line [page 17].

Hertz discloses entering reservation-related information and rental-related information for an item [page 62] without employing a master rental agreement [Page 66].

Hertz discloses providing a reservation for item based upon reservation-related information [Page 67 - 68].

Hertz discloses creating and displaying a rental proposal based upon reservation and said rental-related information [page 67 – 68].

Hertz discloses electronically accepting said rental proposal [page 68].

Hertz does not disclose storing the electronic rental agreement based upon said accepted rental proposal. However, Hertz discloses that customers can modify or cancel reservations [pages 17]. Hertz requires customer name and confirmation number to retrieve the reservation information. Official notice is taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz system and method stores the reservation information to retrieve it at a later time to allow customer to make modifications or cancel the reservation. Avis discloses storing rental information. Avis disclose to retrieve rental information base upon the reservation number [page 13]. Therefore, it is would have been obvious at the time of invention was made to one of ordinary skill in the art to modify Hertz as taught by Avis and store information for retrieval at a later time to reduce reservation personnel cost by automating the reservation cancellation and modification process.

Regarding claim 2, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses entering rental-related information without employing a master rental agreement [pages 62 and 67].

Regarding claim 3, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses manually entering rental-related information online [pages 18 – 21, 62].

Regarding claim 4, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses you can use some or all of the information contained in your rental profile (entering at least some of rental-related information from a master rental agreement) [page 17].

Hertz discloses allowing customers to modify information from the master rental agreement for rental without modifying the master rental agreement [pages 17, 21].

Regarding claim 5, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses entering at least one of a member identification and a user name to identify master rental agreement [page 21].

Regarding claim 10, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses sending a message to a Hertz file system responsive to

said accepting step to indicate that a user has accepted said rental proposal ["Reserve" on page 68].

Regarding claim 11, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses storing a unique transaction in the database system for said accepted rental proposal (Hertz teaches capability of retrieving reservation information from their system. It is inherent / obvious that Hertz stores the reservation information on a memory / file system in their system for later retrieval) [page 22].

Regarding claim 12, as affirmed by the board in the office action mailed 20 February 2008, applicant acknowledges that at the client system 26, the customer clicks on an "I accept" button on a web page, which, in turn, is stored by the mainframe 66 as an electronic signature. Hertz discloses "Reserve" button on web page. It is inherent / obvious that Hertz stores a flag along with unique transaction in the database system that the accepted rental proposal is electronically signed (Hertz asks customers to secure the reservation using a credit card, and, asks the customers to cancel the reservation if they do not need it, i.e. customer has rented the vehicle unless it is cancelled by the customer [page 67, 68].

Regarding claim 14, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses:

Employing rental options (car type and class) in rental related information [page 24]. Also, Hertz discloses to offer optional options like insurance coverage to customers [page 67].

Accepting or declining at least some of rental options [page 66].

Storing plurality of flags corresponding to rental options to signify rental options that a user has accepted or declined (user can accept or decline options by clicking on the selection button (flags) [page 66], and, rental information can be retrieved by the customer at a later time)

Regarding claim 15, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses:

Retrieving the stored flags (customers can retrieve their reservation to make changes) [page 22].

Determining whether the user accepted or declined rental options based upon the retrieved stored flags (it is inherent / obvious that Hertz determines what options user has selected to allow users to make changes to their reservations) [page 22].

Regarding claim 16, Hertz discloses electronically accepting rental proposal at a client system [pages 67 – 68].

Regarding claim 18, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses completing and storing the electronic rental agreement

based upon the accepted rental proposal without completing a handwritten rental agreement (see item 14 on page 33, customer confirms any penalties associated with reservation).

Regarding claim 22, as responded to earlier, Hertz in view of Avis teaches method for completing and storing an electronic rental agreement, said method comprising the steps of:

entering reservation-related information and rental-related information for an item or service, said entering step entering: (a) said rental-related information without employing a master rental agreement, or (b) at least some of said rental-related information from a master rental agreement and allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement;

providing a reservation for said item or service based at least in part upon said reservation-related information;

creating and displaying a rental proposal based upon said reservation and said rental-related information;

electronically accepting said rental proposal;

Hertz in view of Avis does not explicitly teach completing the electronic rental agreement based upon said accepted rental proposal; However, it would have been obvious at the time of invention when a client accepts the proposal, at least to complete

Art Unit: 3629

the reservation, a record of client's acceptance of the proposal is recorded with the reservation.

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz in view of Avis and complete the electronic rental agreement based upon said accepted rental proposal to arrange and allocate a vehicle for the client, combine prior art elements according to known methods to yield predictable results, apply a known technique to a known device or method ready for improvement to yield predictable result

Hertz in view of Avis teaches capability for storing the electronic rental agreement.

Regarding claims 20 and 24, Hertz in view of Avis teaches concept of entering credit card information before said electronically accepting.

Claims 6 – 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis and further in view of Coutts et al. US Patent 5,389,773 hereinafter known as Coutts.

Regarding claim 6, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses:

Entering information for an identification of a user [page 21]. (Hertz discloses to maintain information on user, and Hertz discloses that the information stored on the system can be for making reservations [page 17]).

Hertz in view of Avis does not disclose to maintain history of rental information (information related to information offered by applicant) from prior rentals by a customer (customer's past transactions on the system). However, Coutts discloses a self-service system (customer making transaction directly with the system). Coutts teaches storing record in the system, representing previous transactions by that user. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view on Avis as taught by Coutts to use the historical data for predicting customer requirements.

Hertz in view of Avis does not disclose entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement. However, Hertz teaches customers can use some or all information contained in customers rental profile. Coutts teaches entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement (employs a technique in which aspects of each user's previous behaviour and requirements in self-service transactions are recorded and are then used to predict what that user's probable requirements will be in future transactions). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made

to modify Hertz in view of Avis as taught by Coutts to increase the speed of operation in carrying out the rental reservation transaction.

Regarding claim 7, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses employing a driver's license as said identification of a user (renters must possess a valid driver's license and be subject to driver's license verification) [page 9].

Regarding claim 8, as affirmed by the board in the office action mailed 20 February 2008, Hertz discloses:

Entering information for an identification of a user [page 21] (Hertz discloses to maintain information on user, and Hertz discloses that the information stored on the system can be for making reservations [page 17]).

Hertz does not disclose to maintain history of rental information (information related to information offered by applicant) from prior rentals by a customer (customer's past transactions on the system). However, Coutts discloses a self-service system (customer making transaction directly with the system). Coutts teaches storing record in the system, representing previous transactions by that user. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view on Avis as taught by Coutts to use the historical data for predicting customer requirements.

Hertz in view of Avis does not disclose provisionally entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement. However, Hertz teaches customers can use some or all information contained in customers rental profile [page 17], and also, customer can make changes to reservations [page 22]. Coutts teaches entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement (employs a technique in which aspects of each user's previous behaviour and requirements in self-service transactions are recorded and are then used to predict what that user's probable requirements will be in future transactions). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Coutts to increase the speed of operation in carrying out the rental reservation transaction.

Regarding claim 9, as affirmed by the board in the office action mailed 20 February 2008, Hertz teaches that customer make modify at least some of said provisionally entered at least some of said rental-related information from the history (customer can make changes to the reservation [page 22]).

20, The method of Claim 1 further comprising:

entering credit card information before said electronically accepting.

Claims 13, 17, 19, 21, 23 and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis and further in view of an article "Dollar Rent A Car Introduces DOLLAR® TRAVEL CENTER At Key Airport Locations, Customers Obtain Free Travel Information At Interactive Kiosks" from KioskCom.com hereinafter known as KioskCom.

Regarding claim 13, as affirmed by the board in the office action mailed 20 February 2008, Hertz does not disclose using kiosks. However, KioskCom discloses the Dollar Rent A Car introduced the "DOLLAR® TRAVEL CENTER," an interactive kiosk providing helpful travel information for its customers at Atlanta, Ft. Lauderdale, Miami, Las Vegas and Los Angeles airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk. Therefore, it would have been obvious to a person with ordinary skill in the art to modify Hertz in view of Avis as taught by KioskCom and use kiosks to provide point of sales at locations convenient to customers.

Regarding claim 17, as affirmed by the board in the office action mailed 20 February 2008, Hertz does not disclose using kiosks. KioskCom discloses the Dollar

Rent A Car introduced the "DOLLAR® TRAVEL CENTER," an interactive kiosk providing helpful travel information for its customers at Atlanta, Ft. Lauderdale, Miami, Las Vegas and Los Angeles airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk. Therefore, it would have been obvious to a person with ordinary skill in the art to modify Hertz in view of Avis as taught by KioskCom and use kiosks to provide point of sales at locations convenient to customers.

Regarding claims 19 and 23, Hertz in view of Avis does not limit client to make reservations and confirm reservation using client's own system. Also, at the time of invention to one of ordinary skill in the art that a kiosk is also a system that a client can use to retrieve information stored on a server. Therefore, Hertz in view of Avis and KioskCom teaches capability for performing said displaying the rental proposal and said electronically accepting at a kiosk.

Regarding claims 21 and 25, Hertz in view of Avis does not limit client to retrieve their stored reservation related information from the system client used to make the reservation. Also, at the time of invention to one of ordinary skill in the art that a kiosk is

Art Unit: 3629

also a system that a client can use to retrieve information stored on a server. Therefore, Hertz in view of Avis and KioskCom teaches capability for:

performing said entering step at a client system; and

performing said displaying the rental proposal and said electronically accepting at a kiosk, which is separate from said client system.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Applicant is required under 37 CFR '1.111 (c) to consider the references fully when responding to this office action.

1. Bishop et al. US Patent 4,965,821
2. McCarty et al. US Patent 5,946,660

Any inquiry concerning this communication or earlier communications from the examiner should be directed to NARESH VIG whose telephone number is (571)272-6810. The examiner can normally be reached on Mon-Thu 7:00 - 5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3629

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

July 19, 2008

/Naresh Vig/
Primary Examiner,
Art Unit 3629